

SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, the undersigned, in settlement of their dispute as described herein, hereby mutually covenant and agree as follows:

WHEREAS, Jeffery Pendleton of Nashua, New Hampshire (hereinafter, "Plaintiff") alleges that the City of Nashua, New Hampshire, including but not limited to the Nashua Public Library and Nashua Police Department (hereinafter, "Defendant"), violated Plaintiff's constitutional rights by issuing a no-trespass order on April 28, 2014 and arresting Plaintiff on May 25, 2014 ("Claims"). See **Attachment A** (November 3, 2014 Letter and Exhibits); and

WHEREAS, Plaintiff has threatened to file civil litigation against Defendant in New Hampshire concerning the Claims ("Threatened Litigation"); and

WHEREAS, Defendant disputes the Claims and allegations and denies any liability; and

WHEREAS, Plaintiff disputes that he did anything unlawful; and

WHEREAS, Plaintiff and Defendant desire to settle the Claims and allegations in the Threatened Litigation to avoid the time and expense of future litigation and without any admission of liability, which is expressly denied by Defendant.

THEREFORE, the parties agree as follows:

1. **Consideration**: Defendant will provide the following consideration: Within ten (10) days after the receipt of a copy of this Agreement executed by Plaintiff, the City of Nashua shall pay the total sum of fifteen thousand Dollars and No Cents (\$15,000.00), inclusive of all attorney's fees and costs, as follows: (i) \$10,315 to Plaintiff Jeffery Pendleton; and (ii) \$4,685 to the American Civil Liberties Union of New Hampshire. These payments will be mailed to the American Civil Liberties Union of New Hampshire, 18

Low Avenue, Concord, New Hampshire 03301.

2. General Release of All Claims by Plaintiff: Plaintiff hereby fully remises, releases, and discharges Defendant and all its agents, representatives, employers, employees, servants, volunteers, independent contractors, police officers, officials, directors, trustees, attorneys, insurers, indemnitors, successors, and assigns, in their individual, business, and official capacities, as well as any other person and/or entity to the extent that such other person and/or entity could be deemed liable, by, through or under them (collectively referred to as "Releasees"), from any and all Claims whatsoever, in law or in equity, which he ever had, now has, or which he can, shall, or may have against Releasees, from the beginning of time to the date of this Release for, or by reason of, any matter, cause, or thing whatsoever, arising out of, or in any way associated with (1) the incidents referenced in Attachment A; (2) the Threatened Litigation; (3) the Claims; and (4), any other incidents to the date of this agreement whereby the Plaintiff was given or issued a no-trespass order concerning library property by the Defendant and/or arrested and/or incarcerated by or at the request of the Defendant for violating such no-trespass order concerning library property.

3. Non-Admission: This Agreement is a compromise of disputed claims. Defendant expressly denies any and all liability, wrongdoing, and culpability regarding the Claims and Threatened Litigation. Plaintiff expressly denies that he did anything unlawful during the incident(s) arising out of the Claims.

4. Waiver/Purpose/Representations: Plaintiff acknowledges, agrees, and represents that (a) no party is a prevailing party in the Threatened Litigation; (b) Plaintiff is not entitled to request or be awarded attorneys' fees, interest or costs under any Federal, State, or administrative law or regulation; (c) Plaintiff waives any such claims of attorneys' fees, interest, and costs; (d) the purpose of this Agreement is to "buy peace" from further dispute and controversy between

and among Plaintiff and Defendant; (e) the consideration herein may or may not fully compensate Plaintiff for alleged losses; (f) court approval is not required for any provision of this Agreement; (g) Plaintiff has executed this Agreement with full knowledge of its legal significance; and (h) Plaintiff has done so to end all claims and the Threatened Litigation.

5. Responsibility and Indemnification with Respect to Related Liens, if any: Plaintiff acknowledges and agrees to be responsible for any and all related outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made by any third party to Plaintiff, if any, including but not limited to legal, insurance providers, hospitals, medical and health care providers, Medicaid, Medicare, unemployment compensation, worker's compensation, or any other services or payments made or received, as a result of the Claims.

6. Modification: This Agreement may not be amended or supplemented, and no waiver of, or consent to, or departures from provisions hereof shall be effective, unless set forth in a writing signed by all parties.

7. Complete Agreement: It is further agreed and expressly understood that there are no other understandings or agreements, verbal or otherwise, in relation to any matter pertaining to this Agreement which are not expressly set forth herein.

8. Consultation With Counsel: This Agreement has been freely, knowingly, and voluntarily executed by Plaintiff and Defendant after consultation with legal counsel.

9. Authorizations: The parties have taken all actions and obtained all authorizations, consents and approvals as are conditions precedent to their authority to enter into this Agreement and thus warrant that they are fully authorized to act in accordance with this Agreement.


10. Governing Law: This Agreement shall be enforced in accordance with the laws of

the State of New Hampshire. In the event of litigation regarding this Agreement, Plaintiff and Defendant expressly submit to the jurisdiction of New Hampshire.

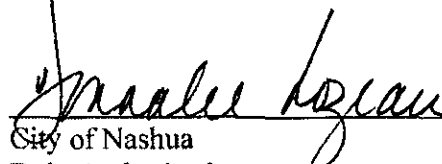
11. Severability: Plaintiff and Defendant agree that if any provision of this Agreement is deemed invalid or unenforceable, any such provision shall be divisible, and shall not affect in any way the remainder of this document, which shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has set his hand and signature below.

Date: 3-8-15


Jeffery Pendleton

Date: March 13-2015


City of Nashua
Duly Authorized